

ORIGINAL

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number ALBERT, WEILAND & GOLDEN, LLP MICHAEL J. WEILAND, State Bar No. 96672 MICHAEL HEYMAN, State Bar No. 218147 650 Town Center Drive, Suite 950 Costa Mesa, California 92626 Telephone: (714) 966-1000 Facsimile: (714) 966-1002		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;">FILED APR 30 2003</div> <small>CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small>	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA			
In re: MULTICOAT CORPORATION <div style="text-align: right;">Debtor(s).</div>		CASE NO.: SA 02-17796 RA	

AMENDED

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: May 21, 2003	Time: 3:00 p.m.
Location: 411 W. Fourth Street, Santa Ana, CA 92701 - Courtroom 6C	

Type of Sale: ☒ Public ☐ Private Last date to file objections: May 7, 2003

Description of Property to be Sold: The Estate's interest in the assets of Multicoat Corporation including all rights of the Estate in patents, trademarks, copyrights, hardware, trade secrets, know-how, blueprints, computer hardware, software, furniture, equipment, vehicles, materials, notes, receivables, and goodwill

Terms and Conditions of Sale: "Where-is," "as-is" and "with all faults and conditions"

Proposed Sale Price: 650,000.00

Overbid Procedure (If Any): overbids begin at \$665,000.00 and will be taken in \$5,000.00 increment. Prospective overbidders must submit a letter of intent to the address below by May 21, 2003. Each overbid must include a (1) \$65,000.00 cashier's check. The \$65,000.00 deposit is only refundable if the overbidder is not the successful bidder and (2) documentation to the Trustee's satisfaction evidencing an ability to consummate the transaction.
If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: see above

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Michael J. Weiland

ALBERT, WEILAND & GOLDEN

650 TOWN CENTER DRIVE, SUITE 950

COSTA MESA, CA 92626

(714) 966-1000 Telephone (714) 966-1002 Facsimile

Date: April 24, 2003

132
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14

1 **ALBERT, WEILAND & GOLDEN, LLP**
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5 Attorneys for Theodor C. Albert,
Chapter 11 Trustee
6
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SANTA ANA DIVISION**

11 In re
12 MULTICOAT CORPORATION,
13 a California Corporation,

) Case No. SA 02-17796 RA

) Chapter 11 Case

14) **NOTICE OF CHAPTER 11 TRUSTEE'S**
15) **MOTION FOR ORDER: (1) AUTHORIZING**
16) **THE SALE OF SUBSTANTIALLY ALL OF**
17) **THE OPERATING ASSETS OF THE**
18) **DEBTOR FREE AND CLEAR OF LIENS,**
19) **CLAIMS, AND INTERESTS; AND**
20) **(2) ASSUMPTION AND ASSIGNMENT OF**
21) **CERTAIN UNEXPIRED PERSONAL**
22) **PROPERTY LEASE AGREEMENTS;**
23) **MEMORANDUM OF POINTS AND**
24) **AUTHORITIES; AND DECLARATIONS OF**
25) **THEODOR C. ALBERT AND MICHAEL J.**
26) **HEYMAN IN SUPPORT THEREOF**

Debtor.

DATE: May 21, 2003

TIME: 3:00 p.m.

CTRM: 6-C

23 **TO ALL PARTIES IN INTEREST:**

24 **YOU ARE HEREBY NOTIFIED** that on May 21, 2003 at 3:00 p.m. in Courtroom
25 6-C, located at 411 West Fourth Street, Santa Ana, CA 92701, the Court will hold a
26 hearing on the motion (the "Motion") of Theodor C. Albert, the chapter 11 trustee (the
27 "Trustee") of the estate of Multicoat Corporation (the "Debtor"), for an order authorizing
28 the sale of assets of the estate free and clear of liens, encumbrances, and interests and
the assumption of certain unexpired leases.

1 **I. BACKGROUND**

2 The Debtor is a California corporation that specializes in the application of a
3 patented long-term protective coating to outdoor and indoor structures. The Debtor owns
4 the patent to the protective coating formula and operates throughout the West Coast.
5 On October 8, 2002, an involuntary petition was filed against the Debtor. The Debtor
6 answered the involuntary petition admitting insolvency, and the Court entered the order
7 for relief effective November 5, 2002.

8 On December 23, 2002, a group of creditors then moved for the appointment of a
9 chapter 11 trustee. The Court granted the motion on January 8, 2003, and the United
10 States Trustee appointed Theodor C. Albert as chapter 11 trustee on January 22, 2003.

11 Following his appointment, the Trustee investigated the viability of the Debtor and
12 analyzed various options for maximizing return to all interested parties. The Trustee
13 determined that the Debtor's business was viable, but a sale of the Debtor's assets was
14 preferable to pursuing a plan of reorganization.

15 **II. THE PROPOSED SALE**

16 The proposed sale will be according to the following salient terms as more
17 specifically set forth in the Asset Purchase Agreement (the "Agreement"):

- 18 1. **Sale Assets:** The sale assets (the "Sale Assets") include all assets of the
19 Estate which are used in or useful for the business of the Estate (which
20 consists of the research, development, production, marketing, sale,
21 installation and application of building exterior surfaces and protective
22 coatings), other than certain assets which are specifically identified in the
23 Agreement as excluded assets. The Sale Assets include all rights and
24 interests of the Estate in patents, trademarks, copyrights, trade secrets,
25 know-how, blueprints, computer hardware, computer software, furniture,
26 furnishings, equipment, vehicles, materials, notes receivable, accounts
27 receivable, and goodwill.
- 28 2. **Purchase Price:** The total Purchase Price is \$650,000.00, payable
\$65,000.00 upon the execution of the Agreement and \$585,000.00 upon
closing. The Trustee has already received the initial non-refundable
\$65,000.00 deposit from the Buyer.
3. **Warranties:** The sale will be strictly "as-is, where-is" and "with all faults and
conditions."
4. **Overbids:** The Agreement provides that the sale will be subject to
overbidding, that overbids will be considered at the time of the sale hearing,
and that the Trustee will have the sole discretion to determine and declare
the highest and best bid. Any initial overbid must be \$15,000.00 more
than the Purchase Price and subsequent overbids will be in \$5,000.00
minimum increments. All prospective overbidders must submit a letter of
intent evidencing an intent to overbid. All letters of intent must be sent to
Michael J. Weiland at Albert, Weiland & Golden, LLP, 650 Town Center
Drive, Suite 950, Costa Mesa, California 92626 and received by Monday,
April 21, 2003. Each letter of intent must include: (1) a \$65,000.00
cashier's check. Deposits are only refundable if the overbidder is not the
successful bidder; and (2) a demonstration to the Trustee's satisfaction of
the overbidder's ability to consummate the transaction.

- 1 5. Break-up Fee: In the event an overbid is accepted as the best offer for the
2 Sale Assets, or in the event that the Sale Assets cannot be sold to Buyer
3 as the result of a confirmation of a plan of reorganization in the subject
 case, the Buyer will be entitled to a break-up fee in the amount of
 \$10,000.00.

4 The Trustee seeks to proceed with the sale for the following reasons: (1) the
5 proposed purchase price represents the fair market value of the Sale Assets and was
6 conducted in a commercially reasonable manner, and (2) the Trustee has analyzed
7 whether a plan of reorganization could or should be proposed to pay creditors over time,
 but has determined that a plan of reorganization does not appear to be viable or in the
 best interest of the Estate.

8 The Trustee is also seeking authority to sell the Sale Assets free and clear of any
9 liens and interests pursuant to § 363(f) of the Bankruptcy Code, with all liens and
10 interests to attach to the proceeds of the sale, and all parties reserving all rights with
11 respect so such liens and interests, including the Trustee's right to dispute, subordinate,
12 avoid, or object to the amount, validity, scope and priority of the liens and encumbrances.
13 The Debtor's records and a UCC-1 and judgment lien search revealed no secured debt,
14 so any secured claim asserted against the Sale Assets is in bona fide dispute.

15 III. ASSUMPTION AND ASSIGNMENT OF LEASES

16 As a condition of the sale, the Trustee is required to assume and assign to the
17 Buyer several personal property leases (the "Leases"), including two automobiles,
18 a postage machine, and a copy machine. The Leases have not been rejected, and the
19 Debtor is not in default under any of the Leases. The Leases are necessary for the
20 business operations and the Trustee believes that the Debtor's historical payments on
21 the Leases and lack of defaults provides adequate assurance of future performance
22 under § 365.

23 IV. SCOPE OF RELIEF REQUESTED

24 Pursuant to the Motion, the Trustee requests an order:

- 25 1. Granting the Motion;
- 26 2. Finding that notice of the Motion is proper and adequate;
- 27 3. Finding that all applicable requirements of 11 U.S.C. § 363 are satisfied;
- 28 4. Finding that the Buyer upon completion of the sale auction, is a good faith
 purchaser pursuant to 11 U.S.C. § 363(m);
5. Finding that all applicable requirements of 11 U.S.C. § 365 are satisfied;
6. Finding that the sale of the Sale Assets and assumption and assignment of
 the Leases were negotiated in good faith and at arm's length and are in the best interest
 of the Estate and a proper exercise of the Trustee's business judgment;
7. Authorizing the Trustee to sell and approving the sale of the Sale Assets to
 the Buyer as-is, where-is, with all faults and conditions;
8. Authorizing the Trustee to pay the break-up fee of \$10,000.00 to the Buyer
 from the sales proceeds in the event the Sale Assets are sold to a higher bidder or in the

1 event that the Sale Assets cannot be sold to Buyer as a result of the confirmation of a
2 plan of reorganization in the subject case;

3 9. Authorizing the Trustee to assume and assign and approving the
4 assumption and assignment of the Leases to the Buyer pursuant to 11 U.S.C. § 365;

5 10. Finding that the Trustee has no further duties or obligations under the
6 assumed and assigned Leases;

7 11. Authorizing the Trustee to execute the Agreement and all other documents
8 required in connection therewith including a bill of sale for the Sale Assets and an
9 assignment of the Leases, and to take any other actions reasonably necessary to
10 effectuate the sale of the Sale Assets and assignment of the Leases pursuant to the
11 Agreement;

12 12. Waiving the requirements of a stay pursuant to Federal Rule of Bankruptcy
13 Procedure 6004(g); and

14 13. For such other relief as the Court may deem just and necessary.

15 **PLEASE TAKE FURTHER NOTICE** that Local Bankruptcy Rule 9013-1(a)(7)
16 provides that:

17 Unless otherwise ordered by the Court, each interested party
18 opposing, joining, or responding to the motion shall file and
19 serve not later than fourteen (14) days before the date
20 designated for hearing either:

21 (A) a brief but complete written statement of all reasons in
22 opposition thereto or in support or joinder thereof, and
23 answering memorandum of points and authorities,
24 declarations and copies of all photographs and documentary
25 evidence on which the responding party intends to rely. The
26 opposing papers shall advise the adverse party that any reply
27 to the opposition shall be filed with the Court and served on
28 the opposing party not later than seven (7) calendar days (not
excluding Saturdays, Sundays, and legal holidays) prior to the
hearing on the motion; or

(B) a written statement that the motion will not be opposed.

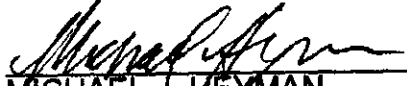
PLEASE TAKE FURTHER NOTICE that papers not timely filed and served may
be deemed by the Court to be consent to the granting or denial of the motion, as the
case may be. Local Bankruptcy Rule 9013-1(a)(11).

PLEASE TAKE FURTHER NOTICE that a complete copy of the Motion is on file
at the Bankruptcy Court.

DATED: April 25, 2003

ALBERT, WEILAND & GOLDEN, LLP

By:


MICHAEL J. HEYMAN
Attorneys for Theodor C. Albert,
Chapter 11 Trustee

CERTIFICATE RE NOTICE

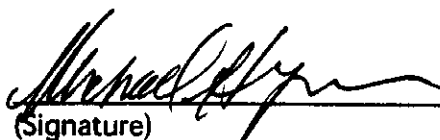
The undersigned [☒] Attorney or [☐] Movant] hereby certifies that:

1. The entities served as set forth in the annexed proof of service are all of the entities required by applicable law to be served with the pleading(s) referred to therein; and

2. The names and addresses of such entities set forth in the annexed proof of service are their correct names and addresses according to the records of the United States Bankruptcy Court for the case specified below in which such proof of service is to be filed.

The undersigned hereby acknowledges that this Certificate is filed in compliance with Bankruptcy Rule 9011(a) and may be relied upon by the Bankruptcy Court for the purpose of determining whether each pleading which is the subject of such proof of service has been properly served.

DATED: APRIL 25 2003


(Signature)

MICHAEL J. HEYMAN

(Name, typed or printed)

CASE NAME: IN RE MULTICOAT CORPORATION

CASE NO.: SA 02-17796 RA

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3 I am employed in the County of Orange, State of California. I am over the age of
4 18 and not a party to the within action; my business address is 650 Town Center Drive,
Suite 950, Costa Mesa, California 92626.

5 On April 25, 2003, I served the foregoing document described as NOTICE OF
6 CHAPTER 11 TRUSTEE'S MOTION FOR ORDER: (1) AUTHORIZING THE SALE OF
SUBSTANTIALLY ALL OF THE OPERATING ASSETS OF THE DEBTOR FREE AND
7 CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (2) ASSUMPTION AND
ASSIGNMENT OF CERTAIN UNEXPIRED PERSONAL PROPERTY LEASE
8 AGREEMENTS; MEMORANDUM OF POINTS AND AUTHORITIES ; AND
DECLARATIONS OF THEODOR C. ALBERT AND MICHAEL J. HEYMAN IN SUPPORT
9 THEREOF on the interested parties in this action by placing true copies thereof
enclosed in sealed envelopes addressed as follows:

10 **SEE ATTACHED SERVICE LIST**

11 ☒ BY MAIL

12 ☐ I deposited such envelope in the mail at Costa Mesa, California. The
13 envelope was mailed with postage thereon fully prepaid.

14 ☒ I am "readily familiar" with the firm's practice of collection and processing
15 correspondence for mailing. It is deposited with U.S. postal service on that
16 same day with postage thereon fully prepaid at Costa Mesa, California in
the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if postal cancellation date or postage
17 meter date is more than one day after date of deposit for mailing in
affidavit.

18 Executed on April 25, 2003, at Costa Mesa, California.

19 ☐ (State) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

20 ☒ (Federal) I declare that I am employed in the office of a member of the bar of this
21 court at whose direction the service was made.

22 Terri Jones

23 Type or print name

Signature 

SERVICE LIST
(Revised April 25, 2003)
In re Multicoat Corporation
Chapter 11 Case No. SA 02-17796 RA

Debtor

Multicoat Corporation
23061 Arroyo Vista
Rancho Santa Margarita, CA 92688

U.S. TRUSTEE

Attention: Arthur N. Marquis, Esq.
Ronald Reagan Federal Building
411 W. 4th Street, Suite 9041
Santa Ana, CA 92701-8000
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FAX: (714) 338-3421

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